

234599 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That R. N. Shanks, and Beryl A. Shanks, his wife
 of Tulsa, Tulsa County, Oklahoma, parties 1st of the first part, have
 mortgaged and hereby mortgage to Harold Striker part 1 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty-eight (38) and Thirty-nine (39), in Block
 (4) Four, of College View Addition to the city of Tulsa,
 Oklahoma, according to the amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 6 and issued
 Receipt No. 11280 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of June, 1923.

WAYNE L. DICKEY, County Treasurer

W. L. Dickey

EX-105

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Three Hundred Fifty and No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated June 27, 1923, and due in one year, for the sum of
 \$350.00, with interest at the rate of 10% per annum payable semi-
 annually.

(This mortgage is given subject to a prior lien of \$2000.00 held
 by M. Hughes, Tulsa, Okla.)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises, and to insure, and keep insured in favor of
 second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of \$10. and 10 per cent of this mortgage DOLLARS
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 27 day of June, 1923.

R. N. Shanks

SEAL

Beryl A. Shanks

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 27, 1923, a Notary Public in and for said County and State on this 27th
 day of June, 1923, personally appeared

R. N. Shanks

and Beryl A. Shanks, his wife

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Jan. 31, 1927. (Seal)

R. M. Darnell,

Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of June, A. D., 1923
 at 4:00 o'clock P. M. Book 439, Page 217

By Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk